

business as a merchant in the City of Baltimore, and to enable him the more advantageously to carry on his trade, the plaintiff Charles

quately compensated by damages at law, is not sufficient to warrant the granting of an injunction. *Lewis v. Levy*, 16 Md. 85, approved in *Welde v. Scotten*, 59 Md. 80. See also *Freeland v. Reynolds*, 16 Md. 416; *Muir v. Howell*, 37 N. J. Eq. 43. Where the injury to be redressed is one which may be compensated in damages, or the right of property may be tried in an action of replevin, the plaintiff, (although a married woman,) is still required to resort to the forms of action prescribed by the common law. *Frazier v. White*, 49 Md. 8.

A party holding a prior lien on land has no right to restrain a subsequent judgment creditor from enforcing his judgment by execution, as a sale under such execution could not impair his prior lien, but would leave him, at law and in equity, in the same condition as if such sale had never taken place. *Union Bank v. Poultney*, 8 G. & J. 325.

When the defendant agreed to convey to complainant a tract of land and give him possession on a certain day and takes complainant's bond for the purchase money, on which bond he afterwards obtains judgment, equity will enjoin such judgment and compel defendant to make allowance to complainant for the value of such part of the land as he may fail to give possession of at the time agreed upon, from such time till possession be in fact given. *Hilleary v. Crow*, 1 H. & J. 542. Application for injunction against judgment in favor of assignee of the vendor's claim against the purchaser of land to enforce a concealed equity between vendor and purchaser refused. *Kemp v. McPherson*, 7 H. & J. 320. Where judgment creditors assent to a deed of trust made by their debtors, and by their conduct induce third parties to purchase land bound by the judgments, and believe that the creditors would look to the trustees and not to the land for payment, the execution of the judgment will be restrained. *Doub v. Barnes*, 4 Gill, 1; S. C. 1 Md. Ch. 127. Cf. *Lynch v. Colegate*, 2 H. & J. 37.

Two parties made a parol agreement to purchase land jointly, but the purchase was made by one alone on his own credit, who gave bond for the purchase money, occupied the property for many years, sold and conveyed a part of it, but subsequently proving unable to advance his share of the purchase money, it was advanced by the other who took a conveyance of the whole in fee. *Held*, that judgments rendered against the party who made the purchase, prior in date to the conveyance are liens upon his interest in the land, but as to those rendered subsequently to that period, the party to whom the conveyance is made is entitled to relief by a perpetual injunction. *Hollida v. Shoop*, 4 Md. 465. After the execution of a mortgage, and before its registration, a judgment was recovered against the mortgagor by A. who had notice of the mortgage as soon as it was executed. The judgment was assigned to B. who issued execution thereon. On a bill by the mortgagee to restrain the execution, *held*, that B. acquired only the rights of his assignor A. and that as A. had notice of the mortgage when the debt was contracted, and before the judgment was recovered, it must be postponed to the mortgage. *Butler v. Rahm*, 46 Md. 541. See *Alexander v. Ghiselin*, 5 Gill, 135, *note*.

The allegation that there was a mistake in an account, upon which a judgment was recovered, which was not discovered until after the trial and verdict, and the time for a motion for a new trial had elapsed, is not sufficient to authorize an injunction restraining execution of the judgment; the error, if any, being apparent on the face of the account, and the relation of the